



REQUEST FOR QUALIFICATION

ELECTION ATTORNEY

RFQ# 2015-AD01

DATE: February 2, 2015

The Nisqually Indian Tribe is seeking letters of interest for the position of Election Attorney. This person will provide legal advice and assistance as needed by the Nisqually Elections Committee for the Nisqually Tribal Council election scheduled for May 2, 2015. Candidates must be versed in Title 13 (Elections) of the Nisqually Tribal Code, be licensed to practice law in the state of Washington (WA bar admission,) have prior experience in Tribal and/or Federal Indian Law and shall not have been employed in the Nisqually Office of Tribal Attorney.

The Nisqually Elections Code is available on the Tribe's website: http://www.nisqually-nsn.gov/files/4213/7356/7055/Title_13_Elections.pdf

Please send email or letter of interest and resume to:

Nisqually Indian Tribe
Allen Frazier, Acting Chief Executive Officer
4820 She-Nah-Num Drive SE
Olympia WA. 98513
frazier.allen@nisqually-nsn.gov

CLOSING DATE FOR SUBMITAL SHALL BE FEBRUARY 25, 2015, 5PM

Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Acting CEO.

- Please mark the envelopes clearly with or include in subject line of email "RFQ 2015-AD01, Election Attorney"
- Questions may be directed to Allen Frazier, Acting CEO 360-456-5221 or e-mail at frazier.allen@nisqually-nsn.gov

Thank you for your Interest

1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe's specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.

INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

NATIVE AMERICAN PREFERENCE

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this contract. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Marjorie Stepetin

(360) 456-5221 ext.1128

stepetin.marjorie@nisqually-nsn.gov